STARS B

CERTIFIED A TRUE COPY OF THE ORIGINAL

Document Recorded: February 9, 1999

Recorder's Series: 99-5827

Butte County Recorder's Office

PLACER TITLE COMPANY

RECORDING REQUESTED BY: Louisiana Pacific Corporation P.O. Box 158, LP Drive

Samoa, California 95564

When Recorded Mail To:

Department of Toxic Substances Control 10151 Croydon Way, Suite 3 Sacramento, California 95827-2106 Attention: James L. Tjosvold

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

LOUISIANA PACIFIC CORPORATION - CHICO SITE

Section 35, T22N, R1E, MDB&M USGS 7.5' Chico Quad

This Covenant and Agreement ("Covenant") is made by and between Louisiana Pacific Corporation ("Covenantor"), a Delaware Corporation, who is the owner of record of certain property situated in the City of Chico, County of Butte, State of California, described in Exhibit "A" attached hereto and incorporated herein by this reference ("the Property") and the California Department of Toxic Substances Control(the Department"). Pursuant to Civil Code section 1471(c), the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code ("H&SC") section 25260. The Covenantor and the Department, collectively referred to as the "Parties", hereby agree that the use of the Property be restricted as set forth in this Covenant.

ARTICLE I

STATEMENT OF FACTS

The Property is a former remanufacturing facility located on approximately 136 acres at the end of 16th Street in the City of Chico, California. The Property is bound on the north and northwest by residential areas within the city limits of Chico, the south and southwest by the Union Pacific Railroad and agricultural land, and the east by Estes Road and light industry.

Louisiana-Pacific Corporation (L-P Corp.) began a site investigation of the Property in 1989. The DTSC issued an Imminent and Substantial Endangerment Determination and Order for the Property in June 1991. The Order required L-P Corp. to conduct soil removal actions at several areas, and to complete a Remedial Investigation and Feasibility Study to support preparation of a Remedial Action Plan (RAP). Completion of the soil removal actions resulted in the majority of the onsite soil contamination being mitigated. Based on site information collected, three operable units were identified for further remediation in the RAP. These units include soil contamination of arsenic along 1.7 miles of onsite railroad track, groundwater contamination in the vicinity of the Concrete Impoundment (CI) area, and groundwater contamination in the vicinity of the Finished Wood Products Division (FWPD) area. This additional remediation was completed in accordance with the RAP and consisted of:

- 1. Excavating approximately 32,500 cubic yards of soil with arsenic concentrations in excess of 5.4 mg/kg from beneath the onsite railroad tracks and consolidation to a 2 acre onsite location, and capped with asphalt (the "Capped Property") The Capped Property is more particularly described in Exhibit "A" which is attached and incorporated by this reference. An Operation and Maintenance Agreement between the Parties will assure future maintenance of the cap.
- 2. Pumping and treating pentachlorophenol (PCP) contaminated groundwater to create a capture zone, treating the water with granular activated carbon to below 1 ug/1 PCP, and discharging the treated water to an onsite dry well. Groundwater extraction, treatment, and monitoring continues in the vicinity of the CI. The groundwater extraction, treatment, and monitoring system is more particularly described in Exhibit "B" which is attached and incorporated by this reference. An Operation and Maintenance Agreement between the Parties will assure future operation and maintenance of the existing system.

Because arsenic and pentachlorophenol, which are hazardous substances as defined in Health and Safety Code ('H&SC") Section 25316, and which are also hazardous wastes as defined in H&SC Section 25117, and hazardous materials as defined in H&SC Section 25260, remain in the soil and groundwater in and under portions of the Property, the RAP provides that a deed restriction be recorded as part of the site remediation.

Arsenic and pentachlorophenol are carcinogens and are poisonous by ingestion. Human health risks are minimized by eliminating exposures by maintaining the asphalt cap over impacted soils and maintaining controls to ensure final mitigation of impacts to groundwater.

ARTICLE II

GENERAL PROVISIONS

- 2.01 Provisions to Run With the Land. The Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Restriction: (a) runs with the land pursuant to H&SC section 25355.5(a)(1)(C); (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by the Department, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.
- **2.02 Binding upon Successive Owners.** Pursuant to Civil Code section 1471(b), all successive owners of the Property are expressly bound hereby for the benefit of the Department.
- **2.03** Enforcement. Failure of the Covenantor, Owner, or Occupant to comply with any of the Restrictions specifically applicable to it shall be grounds for DTSC, by reason of the Covenant, to require that the Owner modify or remove any Improvements constructed in violation of the Restrictions.

ARTICLE III

DEFINITIONS

- **3.01 DTSC.** "DTSC" shall mean the California State Department of Toxic Substances Control and shall include its successor agencies, if any.
- **3.02 Improvements.** "Improvements" shall mean all buildings, roads, driveways, regrading, and paved parking areas, constructed or placed upon any portion of the Property.
- **3.03** Occupants. "Occupants" shall mean those persons entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.
- **3.04 Owner.** "Owner" shall mean the Covenantor, its successors in interest, and their succesors in interest, including heirs, and assigns, who hold title to all or any portion of the Property.

ARTICLE IV

RESTRICTIONS APPLICABLE TO ENTIRE PROPERTY

- **4.01. Prohibited Activities.** No person shall remove or use any groundwater from the Property without prior written approval from the Department.
- 4.02. Non-Interference with Cap and Groundwater Extraction, Treatment, and Monitoring Systems.
 - (a) All uses and development of the Property shall preserve the integrity and physical accessibility of the Cap and the Groundwater Extraction, Treatment, and Monitoring Systems.
 - (b) Activities that may disturb the Cap or the Groundwater Extraction, Treatment, and Monitoring Systems shall not be permitted on the Property without prior review and approval by the Department.
 - (c) Covenantor shall notify the Department of each of the following: i) the type, cause, location and date of any damage to the Cap or the Groundwater Extraction, Treatment, and Monitoring Systems and (ii) the type and date of repair of such damage. Notification to the Department shall be made as provided below within ten (10) working days of both the discovery of any such disturbance and the completion of any repairs. Timely and accurate notification by any Owner or Occupant shall satisfy this requirement on behalf of all other Owners and Occupants.
- **4.03.** Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health or safety, or the environment.
- **4.04.** Access for Implementing Operation and Maintenance. The entities or persons responsible for implementing Operation and Maintenance of the Cap and the Groundwater Extraction, Treatment, and Monitoring Systems shall have reasonable right of entry and access to the Property for the purpose of implementing Operation and Maintenance until the Department determines that no further Operation and Maintenance is required.

ARTICLE V

RESTRICTIONS ON USE OF THE CAPPED PROPERTY

- **5.01 Prohibited Uses.** The Capped Property (as described in Exhibit A) is restricted to commercial or industrial use and shall not be used for other uses, including any of the following:
 - (a) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation.
 - (b) A hospital for humans.
 - (c) A public or private school for persons under 21 years of age.
 - (d) A day care center for children.
- 5.02 Soil Management. No excavation or removal off-site of any soils from the Capped Property shall be allowed without the prior approval of the Department. All excavated soils must be tested for any hazardous materials and managed in accordance with a Soil Management Plan and a Health and Safety Plan approved by the Department and all applicable provisions of state and federal law.

ARTICLE VI

CONVEYANCE OF PROPERTY

- 6.01 Conveyance of Property. The Owner or Owners shall provide notice to DTSC not less than thirty (30) days after any sale, lease, or other conveyance of the Property, or an interest in the Property to a third person. DTSC shall not, by reason of the Covenant, have authority to approve, disapprove, or otherwise affect any sale, lease, or other conveyance of the Property except as otherwise provided by law, by administrative order, or by reason of this Covenant.
- 6.02 Incorporation Into Deeds and Leases. Covenantor desires and covenants that the Restrictions set out herein shall be incorporated by reference in each and all deeds and leases of any portion of the Property.

ARTICLE VII

VARIANCE AND TERMINATION

- 7.01 Variance. Covenantor, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with H&SC section 25233.
- **7.02 Termination**. Covenantor, or any other aggrieved person, may apply to the Department for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with H&SC section 25234.
- 7.03 Term. Unless terminated in accordance with paragraph 4.02 above, by law or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VIII

MISCELLANEOUS

- 8.01 No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or a dedication, of the Property or any portion thereof to the general public or for any purposes whatsoever.
- 8.02 Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective 1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served or official of a government agency being served, or 2) three (3) business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested:

To:

Mr. Neil Sherman

Louisiana Pacific Corporation P.O. Box 158 (#1 LP Drive) Samoa, California 95564

Copy to:

Department of Toxic Substances Control Attention: James L. Tjosvold, P.E., Chief Northern California-Central Cleanup Operations Branch 10151 Croydon Way, Suite 3 Sacramento, California 95827-2106

- Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.
- Partial Invalidity. If any portion of the Restrictions set forth herein or terms is 8.03 determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.
- Article Headings. Headings at the beginning of each numbered article of this 8.04 Covenant are solely for the convenience of the parties and are not a part of the Covenant.
- Recordation. This instrument shall be executed by the Covenantor and by the 8.05 Deputy Director, California Department of Toxic Substances Control. This instrument shall be recorded by the Covenantor in the County of Butte within ten (10) days of the date of execution.
- References. All references to Code sections include successor provisions. 8.06
- Department References. All references to the Department include successor 8.07 agencies/departments or other successor entity.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth below.

Covenantor:

Louisiana Pacific Corporation, a Delaware

Corporation

Title:

Date:

Department of Toxic Substances Control

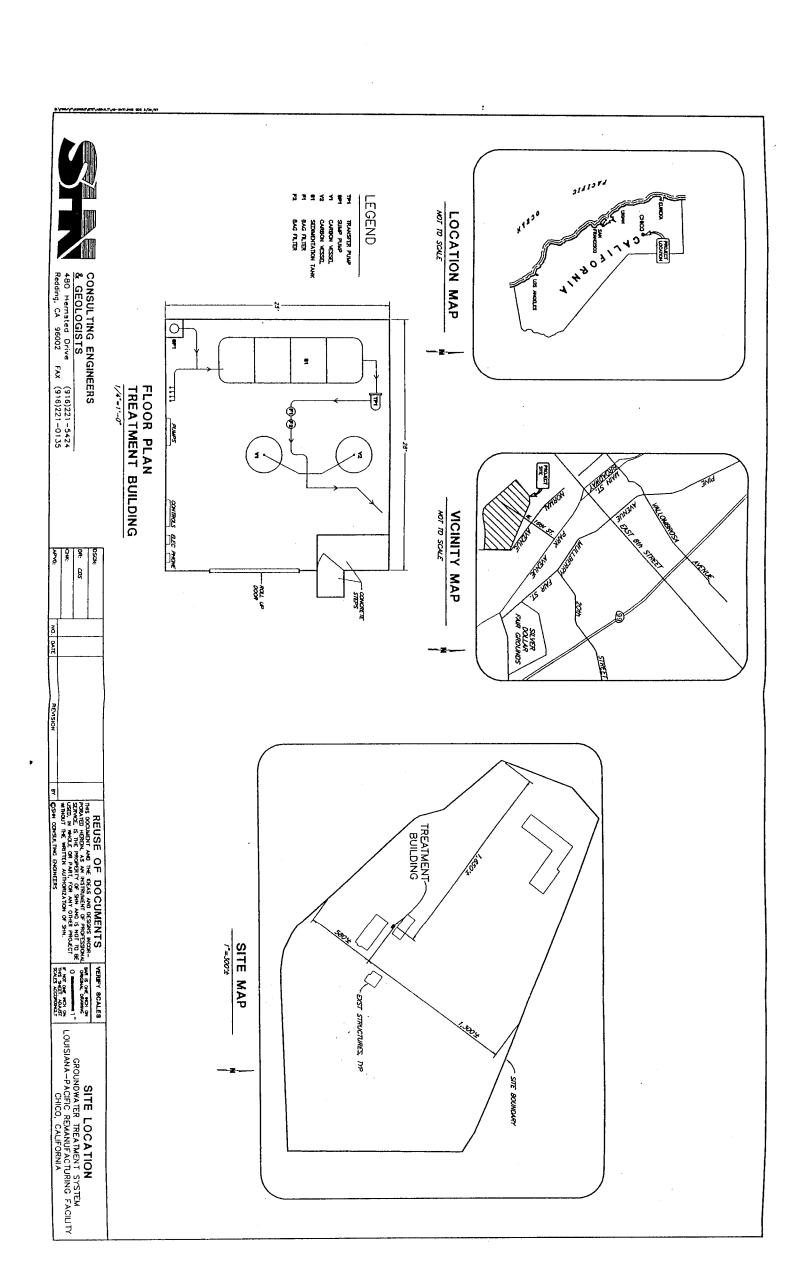
Title: Chief Northern California - Central Cleanup Operations Branch Date:

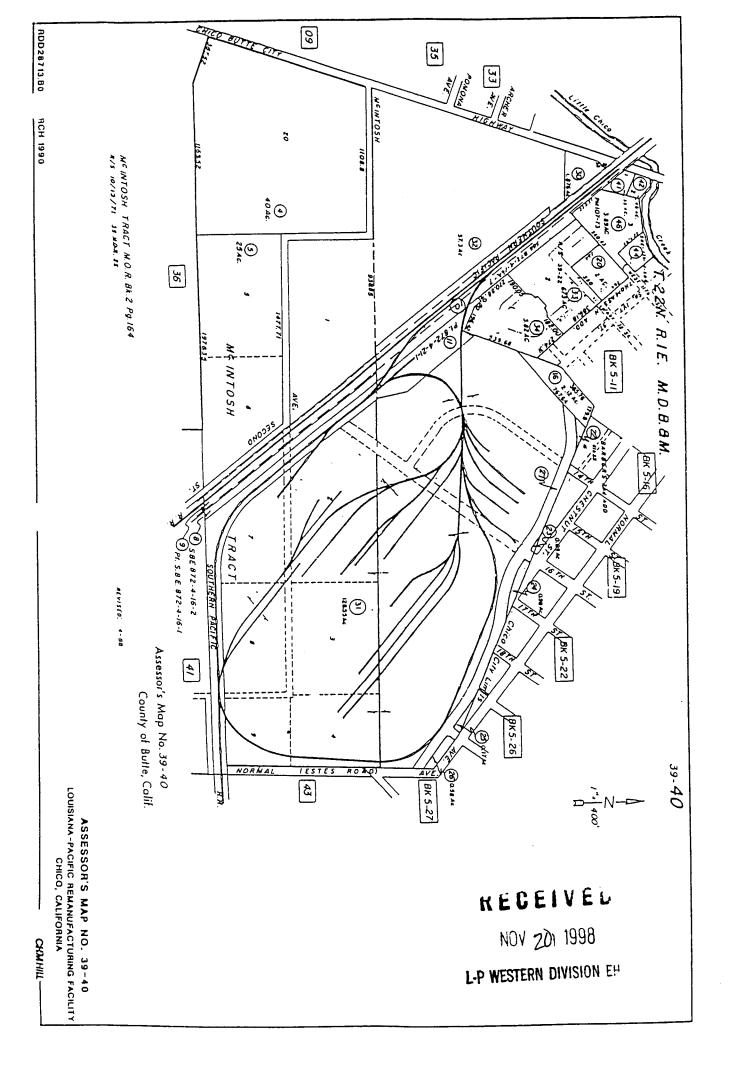
Date: 2/1/99

State of Cal. Lang.	3	RIGHT THUMBPRINT (OPTIONAL)
State of California unty of Sacranei	7	TOP OF THUMB HENE
		THUM.
On Leb. 1, 1889 before	E ME, Tone Mality [NAME, TITLE OF OFFICER - I.E., JANE DOE, NOTARY PUBLIC]	3P OF
(DATÉ)	(NAME, TITLE OF OFFICER - I.E., JANE DOE, NOTARY PUBLIC)	Ľ
personally appeared JAM	es L. Tiosvold RAME(S) OF SIGNER(S))	CAPACITY CLAIMED BY SIGNER(S)
	(Amela) or sidnen(s))	☑ INDIVIDUAL(S) □ CORPORATE
		OFFICER(S) (TITLE(S))
☐ personally known to me - OF	R - Proved to me on the basis of satisfactory evidence	☐ PARTNER(S) (TITLE(S)) ☐ ATTORNEY IN FACT
_ p,	to be the person(s) whose name(s) is/are sub-	☐ TRUSTEE(S)
	scribed to the within instrument and acknowledged to me that he/she/they executed the same in	☐ GUARDIAN/CONSERVATOR☐ OTHER:
	his/her/their authorized capacity(les), and that by his/her/their signature(s) on the instrument the	o omen.
TONI IONE MALIK	person(s), or the entity upon behalf of which the	SIGNER IS REPRESENTING:
COMM. #1121781 Notary Public-California	person(s) acted, executed the instrument. Witness my hand and official seal.	(NAME OF PERSON(S) OR ENTITY(IES))
SACRAMENTO COUNTY My Comm. Exp. Jan. 9, 200	Y I	
	Jose Ine Malik	
ATTENTION NOTABLY The information serve	(SIGNATURE OF NOTARY)	
THIS CERTIFICATE	sted below is OPTIONAL It could, however, prevent fraudulers attachment of Title or Type of Document	this certificate to any unauthorized documents
MUST BE ATTACHED	Number of Pages Date of Documen	
TO THE DOCUMENT DESCRIBED AT RIGHT:	Signer(s) Other Than Named Above	
DESCRIBED AT RIGHT:	Signer(s) Other Than Named Above	
DESCRIBED AT RIGHT:	Signer (s) Other Than Named Above	© 1992 WOX COTTS FOR
DESCRIBED AT RIGHT:		
DESCRIBED AT RIGHT: COITS FORM 83240 - ALL PURPOSE ACKNOWLEDGMENT WITH		
DESCRIBED AT RIGHT: COTTS FORM 83240—ALL PURPOSE ACKNOWLEDGMENT WITH State of Olygon	I SIGNER CAPACITY/REPRESENTATION/FINGERPRINT—Ray, 12-92	O 1992 WXX CRITTS FOR RIGHT THUMBPRINT (OPTIONAL)
DESCRIBED AT RIGHT: COITS FORM 83240 - ALL PURPOSE ACKNOWLEDGMENT WITH	I SIGNER CAPACITY/REPRESENTATION/FINGERPRINT—Ray, 12-92	RIGHT THUMBPRINT (OPTIONAL)
DESCRIBED AT RIGHT: COITS FORM 63240—ALL PURPOSE ACKNOWLEDGMENT WITH State of Oligon County of Mulmuna	I SIGNER CAPACITY/REPRESENTATION/FINGERPRINT—Ray, 12-92	RIGHT THUMBPRINT (OPTIONAL)
DESCRIBED AT RIGHT: COITS FORM 63240—ALL PURPOSE ACKNOWLEDGMENT WITH State of Oligon County of Mulhuma	I SIGNER CAPACITY/REPRESENTATION/FINGERPRINT—Ray, 12-92	O 1992 WXX CRITTS FOR RIGHT THUMBPRINT (OPTIONAL)
DESCRIBED AT RIGHT: COUTS FORM 63240—ALL PURPOSE ACKNOWLEDGMENT WITH State of Oligon County of Mulmana On Jeb3 1999 befor	B MB,	RIGHT THUMBPRINT (OPTIONAL) HERE HERE HERE HERE HERE HERE HERE HE
DESCRIBED AT RIGHT: COITS FORM 63240—ALL PURPOSE ACKNOWLEDGMENT WITH State of Oligon County of Mulmuna	I SIGNER CAPACITY/REPRESENTATION/FINGERPRINT—Ray, 12-92	RIGHT THUMBPRINT (OPTIONAL) RIGHT THUMBPRINT (OPTIONAL) CAPACITY CLAIMED BY SIGNER(S INDIVIDUAL(S)
DESCRIBED AT RIGHT: COUTS FORM 63240—ALL PURPOSE ACKNOWLEDGMENT WITH State of Oligon County of Mulmana On Jeb3 1999 befor	B MB,	RIGHT THUMBPRINT (OPTIONAL) HE SENDER OF THE SENDER (S INDIVIDUAL (S) CORPORATE
DESCRIBED AT RIGHT: COITS FORM 83240—ALL PURPOSE ACKNOWLEDGMENT WITH State of	BIGHER CAPACITY/REPRESENTATION/FINGERPRINT—RM. 12-92 BITTIB. (NAME, TITLE OF OFFICER - I.E., JANE DOE, NOTARY PUBLIC) (NAME(S) OF SIGNER(S))	RIGHT THUMBPRINT (OPTIONAL) HE HOLD THUMBPRINT (OPTIONAL) CAPACITY CLAIMED BY SIGNER(S INDIVIDUAL(S) CORPORATE OFFICER(S) PARTNER(S)
DESCRIBED AT RIGHT: COUTS FORM 63240—ALL PURPOSE ACKNOWLEDGMENT WITH State of Oligon County of Mulmuma On Jeb3 1999 befor	SIGNER CAPACITY/REPRESENTATION/FINGERPRINT—Rev. 12-92 B MB, RAME, TITLE OF OFFICER - I.E., JANE DOE, NOTARY PUBLIC) MAME(S) OF SIGNER(S)) R - Proved to me on the basis of satisfactory evidence	RIGHT THUMBPRINT (OPTIONAL) HE HOLD THUMBPRINT (OPTIONAL) CAPACITY CLAIMED BY SIGNER(S INDIVIDUAL(S) CORPORATE OFFICER(S) PARTNER(S) ATTORNEY IN FACT
DESCRIBED AT RIGHT: COTTS FORM 63240—ALL PURPOSE ACKNOWLEDGMENT WITH State of	B MB,	RIGHT THUMBPRINT (OPTIONAL) RIGHT THUMBPRINT (OPTIONAL) CAPACITY CLAIMED BY SIGNER(S INDIVIDUAL(S) CORPORATE OFFICER(S) PARTNER(S) TRUSTEE(S) GUARDIAN/CONSERVATOR
DESCRIBED AT RIGHT: COUTS FORM 63240—ALL PURPOSE ACKNOWLEDGMENT WITH State of	B MB,	RIGHT THUMBPRINT (OPTIONAL) RIGHT THUMBPRINT (OPTIONAL) CAPACITY CLAIMED BY SIGNER(S INDIVIDUAL(S) CORPORATE OFFICER(S) PARTNER(S) TRUSTEE(S) GUARDIAN/CONSERVATOR
COITS FORM 83240—ALL PURPOSE ACKNOWLEDGMENT WITH State of Olegon County of Mulmuma On Jebs 1999 befor (DATE) personally appeared DIMS OFFICIAL SEAL ROSE STONE NOTARY PUBLIC-OR COMMISSIONE	BIGNER CAPACITY/REPRESENTATION/FINGERPRINT—RM. 12-92 Representation/FINGERPRINT—RM. 12-92 Representation/F	RIGHT THUMBPRINT (OPTIONAL) RIGHT THUMBPRINT (OPTIONAL) CAPACITY CLAIMED BY SIGNER(S INDIVIDUAL(S) CORPORATE OFFICER(S) (TITLE(S)) PARTNER(S) (TITLE(S)) ATTORNEY IN FACT TRUSTEE(S) GUARDIAN/CONSERVATOR OTHER:
DESCRIBED AT RIGHT: COITS FORM 63240—ALL PURPOSE ACKNOWLEDGMENT WITH State of Oligon County of Multingra On Jeb 3 1999 befor (DATE) Personally appeared DIMS OFFICIAL SEAL ROSE STONE NOTARY PURI ICOR	FOR THE PRESENTATION/FINGERPRINT—RAY. 12-92 (NAME. TITLE OF OFFICER - I.E., JANE DOE, NOTARY PUBLIC) (NAME(S) OF SIGNER(S)) RAME(S) OF SIGNER(S)) ROWNERS OF SIGNER(S) ROWNERS OF SIGNER(S) (NAME(S) OF SIGNER(S)) ROWNERS OF SIGNER(S) (NAME(S) OF SIGNER(S)) ROWNERS OF SIGNER(S) (NAME(S) OF SIGNER(S)) ROWNERS OF SIGNER(S) (NAME(S) OF SIGNER(S))	RIGHT THUMBPRINT (OPTIONAL) RIGHT THUMBPRINT (OPTIONAL) CAPACITY CLAIMED BY SIGNER(S) INDIVIDUAL(S) CORPORATE OFFICER(S) PARTNER(S) ATTORNEY IN FACT TRUSTEE(S) GUARDIAN/CONSERVATOR
COITS FORM 83240—ALL PURPOSE ACKNOWLEDGMENT WITH State of Olegon County of Mulmuma On Jebs 1999 befor (DATE) personally appeared DIMS OFFICIAL SEAL ROSE STONE NOTARY PUBLIC-OR COMMISSIONE	R - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(les), and that by his/her/their signature(s) on the instrument the person(s) acted, executed the Instrument. Witness my hand and official seal.	RIGHT THUMBPRINT (OPTIONAL) RIGHT THUMBPRINT (OPTIONAL) CAPACITY CLAIMED BY SIGNER(S) INDIVIDUAL(S) CORPORATE OFFICER(S) PARTNER(S) ATTORNEY IN FACT TRUSTEE(S) GUARDIAN/CONSERVATOR OTHER: SIGNER IS REPRESENTING:
COITS FORM 83240—ALL PURPOSE ACKNOWLEDGMENT WITH State of Olegon County of Mulmuma On Jebs 1999 befor (DATE) personally appeared DIMS OFFICIAL SEAL ROSE STONE NOTARY PUBLIC-OR COMMISSIONE	FOR THE PRESENTATION/FINGERPRINT—RAY. 12-92 (NAME. TITLE OF OFFICER - I.E., JANE DOE, NOTARY PUBLIC) (NAME(S) OF SIGNER(S)) RAME(S) OF SIGNER(S)) ROWNERS OF SIGNER(S) ROWNERS OF SIGNER(S) (NAME(S) OF SIGNER(S)) ROWNERS OF SIGNER(S) (NAME(S) OF SIGNER(S)) ROWNERS OF SIGNER(S) (NAME(S) OF SIGNER(S)) ROWNERS OF SIGNER(S) (NAME(S) OF SIGNER(S))	RIGHT THUMBPRINT (OPTIONAL) RIGHT THUMBPRINT (OPTIONAL) CAPACITY CLAIMED BY SIGNER(S) INDIVIDUAL(S) CORPORATE OFFICER(S) PARTNER(S) ATTORNEY IN FACT TRUSTEE(S) GUARDIAN/CONSERVATOR OTHER: SIGNER IS REPRESENTING:
DESCRIBED AT RIGHT: COITS FORM 83240—ALL PURPOSE ACKNOWLEDGMENT WITH State of	Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(les), and that by his/her/their signature(s) on the instrument. Witness my hand and official seal. ASSUMME ROSC STONE ROSC STON	RIGHT THUMBPRINT (OPTIONAL) RIGHT THUMBPRINT (OPTIONAL) CAPACITY CLAIMED BY SIGNER(S INDIVIDUAL(S) CORPORATE OFFICER(S) PARTNER(S) ATTORNEY IN FACT TRUSTEE(S) GUARDIAN/CONSERVATOR OTHER: SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(TES))
DESCRIBED AT RIGHT: COUTS FORM 63240—ALL PURPOSE ACKNOWLEDGMENT WITH State of	R - Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged his/her/their authorized capacity(les), and that by his/her/their signature(s) on the instrument the person(s) acted, executed the Instrument. Witness my hand and official seal. ASSU STATUTE OF NOTARY (SIGNATURE OF NOTARY) ested below is OPTIONAL. It could, however, prevent fraudulent attachment of	RIGHT THUMBPRINT (OPTIONAL) RIGHT THUMBPRINT (OPTIONAL) CAPACITY CLAIMED BY SIGNER(S INDIVIDUAL(S) CORPORATE OFFICER(S) PARTNER(S) ATTORNEY IN FACT TRUSTEE(S) GUARDIAN/CONSERVATOR OTHER: SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))
DESCRIBED AT RIGHT: COTTS FORM 63240—ALL PURPOSE ACKNOWLEDGMENT WITH State of	BEGON This/her/their authorized capacity(les), and that by his/her/their slignature(s) on the instrument the person(s) acted, executed the instrument. Witness my hand and official seal. ROSS STONER (S) ROSS	RIGHT THUMBPRINT (OPTIONAL) RIGHT THUMBPRINT (OPTIONAL) CAPACITY CLAIMED BY SIGNER(S) INDIVIDUAL(S) CORPORATE OFFICER(S) PARTNER(S) ATTORNEY IN FACT TRUSTEE(S) GUARDIAN/CONSERVATOR OTHER: SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(JES)) This certificate to any unauthorized documents
DESCRIBED AT RIGHT: COUTS FORM 63240—ALL PURPOSE ACKNOWLEDGMENT WITH State of	R - Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged his/her/their authorized capacity(les), and that by his/her/their signature(s) on the instrument the person(s) acted, executed the Instrument. Witness my hand and official seal. ASSU STATUTE OF NOTARY (SIGNATURE OF NOTARY) ested below is OPTIONAL. It could, however, prevent fraudulent attachment of	RIGHT THUMBPRINT (OPTIONAL) RIGHT THUMBPRINT (OPTIONAL) CAPACITY CLAIMED BY SIGNER(S) INDIVIDUAL(S) CORPORATE OFFICER(S) PARTNER(S) ATTORNEY IN FACT TRUSTEE(S) GUARDIAN/CONSERVATOR OTHER: SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)); This certificate to any unauthorized document

EXHIBIT A

- 1. Site Location Map
- 2. Assessor's Parcel Map
- 3. Legal Description and Map of Asphalt Cap





Parcel Number	Owner of Record	_
004	Baker, Wender et al. 1525 Dayton Road Chico, California 95928	
005	Gorrill Land Company P.O. Box 427 Durham, California 95938	
008	Southern Pacific Railroad One Market Plaza San Francisco, California 94105	
009	Southern Pacific Railroad One Market Plaza San Francisco, California 94105	
010	Southern Pacific Railroad One Market Plaza San Francisco, California 94105	
016	City of Chico 1321 Ivy Street Municipal Building Chico, California 95926	
020	Webb, Merle and Sons 389 Connors Ct. Chico, California 95926	
022	Louisiana-Pacific Corporation P.O. Box 158 Samoa, California 95564	
023	Louisiana-Pacific Corporation P.O. Box 158 Samoa, California 95564	
024	Louisiana-Pacific Corporation P.O. Box 158 Samoa, California 95564	

Parcel Number	Owner of Record
025	Louisiana-Pacific Corporation P.O. Box 158 Samoa, California 95564
026	Louisiana-Pacific Corporation P.O. Box 158 Samoa, California 95564
027	Louisiana-Pacific Corporation P.O. Box 158 Samoa, California 95564
030	Woods, Marguerite 1037 Dayton Road Chico, California 95928
031	Louisiana-Pacific Corporation P.O. Box 158 Samoa, California 95564
032	Gorrill Land Company P.O. Box 427 Durham, California 95938
033	Webb, Merle and Sons 389 Connors Ct. Chico, California 95926
034	Webb, Merle and Sons 389 Connors Ct. Chico, California 95926
041	Stahl, David et al. 905 Dayton Road Chico, California 95925
042	Stahl, David et al. 905 Dayton Road Chico, California 95925

Parcel <u>Number</u>	Owner of Record
046	Creekside Manor Apt. P.O. Box 8807 Chico, California 95927-8807

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF CHICO, COUNTY OF BUTTE, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

A PORTION OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE LINE AND MERIDIAN, ALSO BEING A PORTION OF THAT CERTAIN 124.565 ACRE PARCEL SHOWN ON THAT CERTAIN RECORD OF SURVEY FOR DIAMOND INTERNATIONAL CORP. FILED IN THE OFFICE OF THE BUTTE COUNTY RECORDER ON MAY 18, 1984 IN BOOK 96 OF MAPS AT PAGE 11, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHERLY LINE OF SAID PARCEL, SAID POINT BEING THE WESTERLY TERMINUS OF THAT CERTAIN COURSE LABELED SOUTH 87°08'39" WEST 1468.06 FEET ON SAID RECORD OF SURVEY, AND BEING THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 819.00 FEET AND MARKED ON THE GROUND BY A 5/8 INCH DIAMETER REBAR TAGGED LS 3966; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°02'51" AN ARC DISTANCE OF 29.27 FEET TO THE TRUE POINT OF BEGINNING OF THE LAND HEREINAFTER DESCRIBED; THENCE FROM SAID TRUE POINT OF BEGINNING CONTINUING ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°25'01" AN ARC DISTANCE OF 420.49 FEET TO THE CENTERLINE OF AN EXISTING DRAINAGE DITCH; THENCE NORTH 34°01'03" EAST ALONG SAID CENTERLINE 390.50 FEET TO A POINT 10.00 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF AN EXISTING DRAINAGE SWALE; THENCE SOUTH 52°30'19" EAST PARALLEL WITH SAID SWALE 403.94 FEET; THENCE SOUTH 37°16'18" WEST PARALLEL WITH SAID SWALE 223.32 FEET TO SAID TRUE POINT OF BEGINNING, CONTAINING 2.957 ACRES, MORE OR LESS.

CONSULTING ENGINEERS
& GEOLOGISTS
480 Hernsted Drive (916)221-5424
Redding, CA 96002 FAX (916)221-0135 Δ = 03.29'47 P R = 542.00 L = 33.07 Δ = 28'30'21"
R = 458.00'
L = 227.86' \$6871'20°E 91.55' 25 DH: △ = 51'39'40' R = 819.00' L = 738.46' $\Delta = 2.02.51$ ". R = 819.00' L = 29.27' △ = 29°25′01° R = 819.00° L = 420.49° Δ = 2900'00" R = 642.00' L = 324.95' △ = 15'05'42"
R = 558.00'
L = 147.01' POINT OF BEGINNING CAP EASEMENT S87'08'39"W REUSE OF DOCUMENTS
HAS DOCUMENT AND THE COLST AND DESCRIPTION OF THE COLST FD PK NAIL SET 5/8" REBAR W/ALUM CAP MARKED ● PROPERTY CORNERS & SURVEY MARKERS 1468.06 3, 56.80.21, 20a.95, 56.80.20, 56.80.21, 56.80.21, 56.80.21, 56.80.21, 56.80.21, 56.80.21, 56.80.21, 56.80.21, 56.80.21, 56.80.21, 56.80.21, 56.80.21, 56.80 3,10,12.009 ASPHALT CAP EASEMENT GROUNDWATER TREATMENT SYSTEM LOUISIANA-PACER REMANUFACTURING FACILITY CHICO, CALIFORNIA

EXHIBIT B

- 1. Legal description and Map of the Site
- 2. Map of Groundwater Remediation System Components

RECEIVED

NOV 1 & 1998

L-P WESTERN DIVISION EH&S

ORDER NO. BU-158709 RB

DESCRIPTION

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF BUTTE, CITY OF CHICO, AND IS DESCRIBED AS FOLLOWS:

PARCEL I:

COMMENCING AT A STONE MONUMENT MARKING THE MOST WESTERLY CORNER OF LOT 15 OF BLOCK 23, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "BARBER'S SECOND ADDITION", WHICH MAP WAS RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON FEBRUARY 10, 1905, IN BOOK 4 OF MAPS, AT PAGE(S) 54; THENCE ALONG THE SOUTHWESTERLY LINE THEREOF SOUTH 68 DEG. 11' 55" EAST 91.55 FEET; THENCE SOUTH 48 DEG. 56' 35" WEST 148.84 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 83 DEG. 17' 44" EAST 139.74 FEET; THENCE ALONG THE ARC OF A 542.00 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 269.66 FEET THROUGH A CENTRAL ANGLE OF 28 DEG. 30' 21" TO SAID SOUTHWESTERLY LINE OF BARBER'S SECOND ADDITION; THENCE SOUTH 68 DEG. 11' 55" EAST ALONG SAID SOUTHWESTERLY LINE 481.12 FEET; THENCE ALONG THE ARC OF A 642.00 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 155.81 FEET THROUGH A CENTRAL ANGLE OF 13 DEG. 54' 18"; THENCE SOUTH 54 DEG. 17' 37" EAST 76.85 FEET; THENCE ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT AN ARC DISTANCE OF 31.42 FEET THROUGH A CENTRAL ANGLE OF 90 DEG. 00' 00"; THENCE NORTH 35 DEG. 42' 23" EAST A DISTANCE OF 23.356 FEET TO THE INTERSECTION OF THE SOUTHWESTERLY LINE OF BARBER'S SECOND ADDITION AND THE NORTHWESTERLY LINE OF W. 16TH STREET; THENCE SOUTH 68 DEG. 11' 55" EAST 82.42 FEET; THENCE SOUTH 35 DEG. 42' 23" WEST, A DISTANCE OF 43.15 FEET; THENCE ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 31.42 FEET THROUGH A CENTRAL ANGLE OF 90 DEG. 00' 00"; THENCE SOUTH 54 DEG. 17' 37" EAST A DISTANCE OF 40.00 FEET; THENCE ALONG THE ARC OF A 558.00 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 282.43 FEET THROUGH A CENTRAL ANGLE OF 29 DEG. 00'00"; THENCE SOUTH 83 DEG. 17'37" EAST 194.71 FEET; THENCE ALONG THE ARC OF A 642.00 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 169.14 FEET THROUGH A CENTRAL ANGLE OF 15 DEG. 05' TO THE SOUTHWESTERLY LINE OF BARBER'S SECOND ADDITION; THENCE SOUTH 68 DEG. 11' 55" EAST 416.83 FEET; THENCE ALONG THE ARC OF A 642.00 68 DEG. 11' 55" EAST 416.83 FEET; THENCE ALONG THE ARC OF A 642.00 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 150.95 FEET THROUGH A CENTRAL ANGLE OF 13 DEG. 28' 17"; THENCE SOUTH 54 DEG. 43' 38" EAST, A DISTANCE OF 148.21 FEET; THENCE ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 31.57 FEET THROUGH A CENTRAL ANGLE OF 90 DEG. 26' 01"; THENCE NORTH 35 DEG. 42' 23" EAST 38.44 FEET TO THE INTERSECTION OF THE SOUTHWESTERLY LINE OF BARBER'S SECOND ADDITION AND THE NORTHWESTERLY LINE OF W. 20TH STREET; THENCE SOUTH 68 DEG. 11' 55" EAST 61.81 FEET; THENCE SOUTH 35 DEG. 42' 23" WEST 53.15 FEET; THENCE ALONG THE ARC OF A 20.00 FEET RADIUS CURVE TO THE LEFT, A DISTANCE OF 31.27 FEET THROUGH A CENTRAL ANGLE OF 89 DEG. 33' 59"; THENCE SOUTH 54 DEG. 43' 38"

CONTINUED

PARCEL I: CONTINUED

EAST, A DISTANCE OF 319.53 FEET TO THE NORTHWESTERLY LINE OF ESTES ROAD; THENCE SOUTH 01 DEG. 23' 41" EAST ALONG SAID NORTHWESTERLY LINE OF ESTES ROAD, A DISTANCE OF 104.72 FEET; THENCE NORTH 54 DEG. 43' 38" WEST 630.29 FEET; THENCE ALONG THE ARC OF A 558 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 131.20 FEET THROUGH A CENTRAL ANGLE OF 13 DEG. 28' 17"; THENCE NORTH 68 DEG. 11' 55" WEST, A DISTANCE OF 416.83 FEET; THENCE ALONG THE ARC OF A 558.00 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 147.01 FEET THROUGH A CENTRAL ANGLE OF 15 DEG. 05' 42"; THENCE NORTH 83 DEG. 17' 37" WEST 194.71 FEET; THENCE ALONG THE ARC OF A 642.00 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 324.95 FEET THROUGH A CENTRAL ANGLE OF 29 DEG. 00' 00"; THENCE NORTH 54 DEG. 17' 37" WEST, A DISTANCE OF 236.85 FEET; THENCE ALONG THE ARC OF A 558.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 135.42 FEET THROUGH A CENTRAL ANGLE OF 13 DEG. 54' 18"; THENCE NORTH 68 DEG. 11' 55" WEST, A DISTANCE OF 481.12 FEET; THENCE ALONG THE ARC OF A 458 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 227.86 FEET THROUGH A CENTRAL ANGLE OF 28 DEG. 30' 21"; THENCE SOUTH 83 DEG. 17' 44" WEST 227.98 FEET; THENCE ALONG THE ARC OF A 542.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 33.00 FEET A CENTRAL ANGLE OF 3 DEG. 29' 20", (CHORD OF WHICH BEARS SOUTH 85 DEG. 02' 24" WEST 33.00 FEET); THENCE NORTH 48 DEG. 56' 35" EAST, A DISTANCE OF 147.05 FEET TO THE POINT OF BEGINNING.

PARCEL II:

COMMENCING AT A STONE MONUMENT MARKING THE MOST WESTERLY CORNER OF LOT 15 OF BLOCK 23, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "BARBER'S SECOND ADDITION", WHICH MAP WAS RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON FEBRUARY 10, 1905, IN BOOK 4 OF MAPS, AT PAGE(S) 54; THENCE ALONG THE SOUTHWESTERLY LINE THEREOF SOUTH 68 DEG. 11' 55" EAST 91.55 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 48 DEG. 56' 35" WEST 148.84 FEET; THENCE NORTH 83 DEG. 17' 44" EAST 139.74 FEET; THENCE ALONG THE ARC OF A 542.00 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 269.66 FEET THROUGH A CENTRAL ANGLE OF 28 DEG. 30' 21" TO THE SOUTHWESTERLY LINE OF SAID BARBER'S SECOND ADDITION; THENCE NORTH 68 DEG. 11' 55" WEST, A DISTANCE OF 313.70 FEET TO THE POINT OF BEGINNING.

PARCEL III:

COMMENCING AT A STONE MONUMENT MARKING THE MOST WESTERLY CORNER OF LOT 15 OF BLOCK 23, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "BARBER'S SECOND ADDITION", WHICH MAP WAS RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON FEBRUARY 10, 1905, IN BOOK 4 OF MAPS, AT PAGE(S) 54; THENCE ALONG THE SOUTHWESTERLY LINE THEREOF SOUTH 68 DEG. 11' 55" EAST, A DISTANCE OF 886.37 FEET TO THE TRUE POINT OF BEGINNING; THENCE

CONTINUED

PARCEL III: CONTINUED

ALONG THE ARC OF A 642.00 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 155.81 FEET THROUGH A CENTRAL ANGLE OF 13 DEG. 54' 18"; THENCE SOUTH 54 DEG. 17' 37" EAST, A DISTANCE OF 76.85 FEET; THENCE ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 31.42 FEET THROUGH A CENTRAL ANGLE OF 90 DEG. 00' 00"; THENCE NORTH 35 DEG. 42' 23" EAST 23.35 FEET TO THE INTERSECTION OF THE SOUTHWESTERLY LINE OF SAID BARBER'S SECOND ADDITION AND THE NORTHWESTERLY LINE OF WEST 16TH STREET; THENCE NORTH 68 DEG. 11' 55" WEST 258.71 FEET TO THE POINT OF BEGINNING.

PARCEL IV:

COMMENCING AT A STONE MONUMENT MARKING THE MOST WESTERLY CORNER OF LOT 15 OF BLOCK 23, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "BARBER'S SECOND ADDITION", WHICH MAP WAS RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON FEBRUARY 10, 1905, IN BOOK 4 OF MAPS, AT PAGE(S) 54; THENCE ALONG THE SOUTHWESTERLY LINE THEREOF SOUTH 68 DEG. 11' 55" EAST, A DISTANCE OF 1,227.50 FEET TO THE SOUTHEASTERLY LINE OF W. 16TH STREET AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 35 DEG. 42' 23" WEST, A DISTANCE OF 43.15 FEET; THENCE ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 31.42 FEET THROUGH A CENTRAL ANGLE OF 90 DEG. 00' 00"; THENCE SOUTH 54 DEG. 17' 37" EAST, A DISTANCE OF 40.00 FEET; THENCE ALONG THE ARC OF A 558.00 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 282.43 FEET THROUGH A CENTRAL ANGLE OF 29 DEG. 00' 00"; THENCE SOUTH 83 DEG. 17' 37" EAST 194.71 FEET; THENCE ALONG THE ARC OF A 642.00 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 169.14 FEET THROUGH A CENTRAL ANGLE OF 15 DEG. 05' 42" TO THE SOUTHWESTERLY LINE OF SAID BARBER'S SECOND ADDITION; THENCE NORTH 68 DEG. 11' 55" WEST 677.67 FEET TO THE POINT OF BEGINNING.

PARCEL V:

COMMENCING AT A STONE MONUMENT MARKING THE MOST WESTERLY CORNER OF LOT 15 OF BLOCK 23, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "BARBER'S SECOND ADDITION", WHICH MAP WAS RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON FEBRUARY 10, 1905, IN BOOK 4 OF MAPS, AT PAGE(S) 54; THENCE ALONG THE SOUTHWESTERLY LINE THEREOF SOUTH 68 DEG. 11' 55" EAST, A DISTANCE OF 2,322.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 68 DEG. 11' 55" EAST, A DISTANCE OF 327.43 FEET TO THE NORTHWESTERLY LINE OF WEST, A DISTANCE OF 327.43 FEET TO THE NORTHWESTERLY LINE OF WEST 20TH STREET; THENCE SOUTH 35 DEG. 42' 23" WEST, A DISTANCE OF 38.44 FEET; THENCE ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 31.57 FEET THROUGH A CENTRAL ANGLE OF 90 DEG. 26' 01"; THENCE NORTH 54 DEG. 43' 38" WEST, A DISTANCE OF 148.21 FEET; THENCE ALONG THE ARC OF A 642.00 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 150.95 FEET THROUGH A CENTRAL ANGLE OF 13 DEG. 28' 17" TO THE POINT OF BEGINNING.

CONTINUED

PARCEL VI:

COMMENCING AT A STONE MONUMENT MARKING THE MOST WESTERLY CORNER OF LOT 15 OF BLOCK 23, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "BARBER'S SECOND ADDITION", WHICH MAP WAS RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON FEBRUARY 10, 1905, IN BOOK 4 OF MAPS, AT PAGE(S) 54; THENCE ALONG THE SOUTHWESTERLY LINE THEREOF SOUTH 68 DEG. 11'55" EAST 2,711.24 FEET TO THE SOUTHEASTERLY LINE OF WEST 20TH STREET AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 68 DEG. 11'55" EAST 29.58 FEET TO AN IRON PIPE ON THE WESTERLY LINE OF NORMAL AVENUE; THENCE ALONG THE WESTERLY LINE OF NORMAL AVENUE SOUTH 55 DEG. 58' 41" EAST, A DISTANCE OF 246.58 FEET TO AN IRON PIPE AND THE INTERSECTION OF THE NORTHWESTERLY LINE OF ESTES ROAD; THENCE ALONG THE NORTHWESTERLY LINE OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 31.27 FEET THROUGH A CENTRAL ANGLE OF 89 DEG. 33' 59"; THENCE NORTH 35 DEG. 42' 23" EAST, A DISTANCE OF 53.15 FEET TO THE POINT OF BEGINNING.

PARCEL VII:

BEING A PORTION OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 1 EAST, M.D.B. & M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN 8" X 8" GRANITE STONE MONUMENT, MARKING THE MOST WESTERLY CORNER OF LOT 15, IN BLOCK 23, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "BARBERS SECOND ADDITION, TO THE CITY OF CHICO", WHICH MAP WAS RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON FEBRUARY 10, 1905, IN BOOK 4 OF MAPS, AT PAGE(S) 54; THENCE ALONG THE SOUTHWESTERLY LINE OF SALD ADDITION SOUTH 68 DEG. 11' 20" EAST, 91.55 FEET TO AN IRON PIPE MARKED LS 2621; THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTH 48 DEG. 57' 06" WEST, 295.93 FEET TO A RE-BAR AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE ON AND ALONG THE SOUTHERLY LINE OF THAT PROPERTY DESCRIBED AS PARCEL NO. 1 IN A DEED FROM DIAMOND INTERNATIONAL CORPORATION TO THE CITY OF CHICO, RECORDED NOVEMBER 6, 1969, IN BOOK 1591, PAGE 172, OFFICIAL RECORDS, THE FOLLOWING COURSES: EASTERLY ON AND ALONG A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 3 DEG. 29' 45" AN ARC DISTANCE OF 33.07' 44" EAST, 227.98 FEET TO A RE-BAR; THENCE ON AND ALONG A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 28 DEG. 30' 21", AN ARC DISTANCE OF 227.86 FEET TO A RE-BAR; THENCE ON AND ALONG A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13 DEG. 54' 18", AN ARC DISTANCE OF 135.42 FEET TO A RE-BAR; THENCE ON AND ALONG A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13 DEG. 54' 18", AN ARC DISTANCE OF 135.42 FEET TO A RE-BAR; THENCE ON AND ALONG A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13 DEG. 54' 18", AN ARC DISTANCE OF 135.42 FEET TO A RE-BAR; THENCE ON AND ALONG A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13 DEG. 54' 18", AN ARC DISTANCE OF 135.42 FEET TO A RE-BAR; THENCE ON AND ALONG A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 29 DEG. 00' 00" AN ARC DISTANCE OF 135.495 FEET TO A RE-BAR; THENCE SOUTH 54 DEG. 17' 37" EAST, 236.85 FEET TO A RE-BAR; THENCE SOUTH 83 DEG. 17' 37" EAST, 194.71

CONTINUED

PARCEL VII: CONTINUED

Sep 11 98 01:53p

FEET TO A RE-BAR; THENCE ON AND ALONG A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 15 DEG. 05' 42", AN ARC DISTANCE OF 147.01 FEET TO A RE-BAR; THENCE SOUTH 68 DEG. 11' 55" EAST, 416.83 FEET TO A RE-BAR; THENCE ON AND ALONG A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13 DEG. 28' 17", AN ARC DISTANCE OF 131.20 FEET TO A RE-BAR; THENCE SOUTH 54 DEG. 43' 38" EAST, 627.11 FEET TO THE WESTERLY LINE OF ESTES ROAD AND A RE-BAR; THENCE LEAVING THE AFOREMENTIONED SOUTHERLY LINE OF PARCEL NO. 1, SOUTH 00 DEG. 21' 01" EAST, ALONG THE WESTERLY LINE OF ESTES ROAD, 1225.52 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD AND A RE-BAR; THENCE LEAVING THE WESTERLY LINE OF ESTES ROAD, SOUTH 87 DEG. 08' 39" WEST, ON AND ALONG SAID RAILROAD RIGHT OF WAY 0N AND ALONG A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 51 DEG. 39' 40", AN ARC DISTANCE OF 738.46 FEET TO A RE-BAR; THENCE NORTH 41 DEG. 11' 41" WEST, 1139.54 FEET TO A RE-BAR; THENCE NORTH 41 DEG. 56' 41" WEST, 226.10 FEET, TO A RE-BAR; THENCE NORTH 41 DEG. 11' 41" WEST, 226.10 FEET, TO A RE-BAR; THENCE NORTH 41 DEG. 56' 41" DEG. 10' EAST, ON AND ALONG SAID BEING DISTANT AT RIGHT ANGLES 300.00 FEET FROM THE CENTERLINE OF THE SOUTHERN PACIFIC RAILROAD; THENCE LEAVING THE AFOREMENTIONED RAILROAD RIGHT OF WAY, NORTH 20 DEG. 51' 20" EAST, ON AND ALONG SAID ORIGINAL DISTANT AT RIGHT ANGLES 300.00 FEET FROM THE CENTERLINE OF THE SOUTHERN PACIFIC RAILROAD; THENCE LEAVING THE AFOREMENTIONED RAILROAD RIGHT OF WAY, NORTH 20 DEG. 51' 20" EAST, ON AND ALONG SAID ORIGINAL DIAMOND MATCH BOUNDARY 301.59 FEET TO AN IRON PIPE MARKED LS 2621; THENCE LEAVING SAID ORIGINAL BOUNDARY NORTH 48 DEG. 57' 06" EAST, 471.84 FEET TO THE POINT OF BEGINNING. ALL POINTS REFERRED TO AS BEING MARKED BY A RE-BAR ARE MARKED BY A 2 FOOT LENGTH OF 5/8" DIAMETER RE-BAR TAGGED LS 3966.

